

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGE 1 4		
2. AMENDMENT/MODIFICATION NO. NS40-18		3. EFFECTIVE DATE SEE BLOCK 16		4. REQUISITION/PURCHASE REQ. NO. N00039-03-MR-52B72		5. PROJECT NO. (If applicable)	
6. ISSUED BY COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127 CARLA J. BROWN/02-21C/819-524-7204/ Carla.brown@NAVY.MIL		CODE N00039		7. ADMINISTERED BY (If other than Item 6) DCMA BOSTON - GD 77 A ST. NEEDHAM, MA 02194-2892		CODE S2203A	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) GD 77 A ST. NEEDHAM, MA 02194-2892				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. N68939-97-D-0041/NS40 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 16MAY01			
CODE 2D423		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

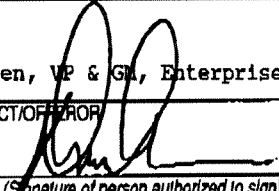

SEE ATTACHED APPROPRIATION DATA SHEET

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. (Specify authority)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
	D. OTHER

E. IMPORTANT: Contractor is not X is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

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Dan Allen, VP & GM, Enterprise Networks		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) CARLA J. BROWN, Contracting Officer	
15B. CONTRACT/ORDER NO.  (Signature of person authorized to sign)	15C. DATE SIGNED 5 Sept 2003	15B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9/5/03

The purpose of this bi-lateral modification to order NS40 under contract N68939-97-D-0041 is to adjust the order price for costs associated with Government directions to make design changes. Specifically, on or about 13 February 2002, the Government directed General Dynamics – Networks Systems (GD-NS) to change its clustered server farm design to a Storage Area Network (SAN) design; subsequently, on 02 August 2002, the Government directed GD-NS to convert back to its clustered server farm design. GD-NS expended \$4,100,000.00 in additional costs to effect the changes. The changes required by the Government have also caused GD-NS's schedule to be delayed by five (5) months. For the purposes of this modification, the Base Level Information Infrastructure (BLII) SAN Solution Request for Equitable Adjustment (REA) is defined as the result of the Government's direction to GD-NS to convert to a SAN design and the Government's direction to GD-NS to convert back to a clustered server farm design. Accordingly, the following changes are made:

1. Under Section B – Supplies/Services and Prices/Costs, Item 0036 is added as follows to allow GD-NS to be reimbursed for the costs associated with the above changes:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0036	CLIN 0700 – Customized Product Solution – Impact Associated with Changing from Clustered Server Farm design to a Storage Area Network design and then back To a Clustered Server Farm design	1	LOT	\$4,100,000.00	\$4,100,000.00

2. Under Section F – Deliveries or Performance, the period of performance for Items 0001, 0002, 0003, 0007, 0008, 0009, 0010, 0011, 0013, and 0014 is extended five (5) months and is revised as shown below:

The period of performance for Items 0001 through 0005 shall be from the effective date of order award through 03 July 2004.

The period of performance for Items 0007 through 0011 and 0013 through 0014 is from the effective date of option exercise through 03 July 2004.

3. Under Section H – Special Contract Requirements, the clause entitled “Partial Payments” is hereby modified to add the following:

Payment for Item 0036 is authorized at 100% upon execution of this modification.

4. The above changes result in an increase to the overall price of order NS40 by \$4,100,000.00 from \$137,574,727.91 to \$141,674,727.91.

5. Release.

- a. As used in this paragraph:

(1) "Events" refer to any contract modification, any Government breach, any Government tort, any change order, any stop work order, or omission pertaining to Government property or information, and any other occurrence, action, or omission, which may arise out of or under, or are in any manner connected with or related solely to the BLII SAN Solution REA

(2) "Covered Events" refer to known Events occurring before the effective date of this modification whether formal or constructive, whether or not such events were discussed between the parties. "Covered Events" does not include any events that are unrelated to GD-NS' BLII SAN Solution REA.

b. In consideration of the provisions of this modification, the contractor, for itself, its successors, assigns, vendors, suppliers, and subcontractors, hereby remises, releases, and forever discharges the Government, its officers, agents, and employees from (i) any and all actual or potential entitlement of the contractor to an equitable adjustment in the contract price or delivery schedule, or both, of this Delivery Order ("D.O.") for Covered Events or for the impact of Covered Events; (ii) any and all actual or potential liabilities to the contractor for money damages and/or other relief for Covered Events or for the impact of Covered Events upon this D.O.; (iii) any and all actual or potential entitlement of the contractor to an equitable adjustment in the contract price or delivery schedule, or both, under any other Government contract or any contract between the contractor and any third party for Covered Events, or for the impact of Covered Events, arising under or related to this contract; and (iv) any and all actual or potential liabilities to the contractor for any money damages and/or other relief under any other Government contract or any contract between the contractor and any third party for Covered Events, or for the impact of Covered Event arising under or related to this D.O..

c. (1) The contractor hereby confirms and acknowledges that in agreeing to the terms of this modification, it has considered, made full allowance for, and is releasing all rights to and entitlement for any and all costs related to the BLII SAN Solution REA, whether or not such costs and impacts are known or unknown or foreseeable or unforeseeable as of the effective date of this modification, whether or not such costs and impacts have been discussed with, or for any reason reserved for future discussion with the Government, or have been the basis for other assertions of claims or requests for equitable adjustment, whether or not such costs and impacts were, or are, incurred and sustained, respectively, before or after the effective date of this modification, and whether or not such costs and impacts are caused directly by, indirectly by, cumulatively by, or in consequence of the impact of any of the Covered Events.

(2) The term "costs" as used in subparagraph (1) immediately above includes, but is not limited to, any and all:

- (a) direct performance ("hardcore") costs;
- (b) material costs;
- (c) indirect costs;
- (d) local delay and local disruption costs;
- (e) cumulative delay and cumulative disruption ("impact") costs;
- (f) costs associated with dislocations, accelerations, and inefficiencies in performance;
- (g) interest costs and any other consideration for financing;
- (h) claim preparation costs and request for equitable adjustment preparation costs; and

(i) overhead costs

d. The Contractor's release set forth in this provision is complete and final, no rights are reserved under this modification and, in any event, any and all such rights shall be deemed to have been waived without exception. Nothing set forth herein shall in any way affect or operate to reserve any item covered by another release executed by the Contractor either prior to or subsequent to the date of the execution of this modification or shall anything set forth herein in any way affect the operation of any statute, or other limitation requiring timely submission of any claim or request for equitable adjustment.

FINANCIAL ACCOUNTING DATA SHEET - NAVY

1. CONTRACT NUMBER (Critical) N6893997D0041		2. SPIN (Critical)			3. MOD (Critical)			4. PR NUMBER 072			PAGE 1 OF 1					
5. CLIN/SLIN	6. LINE OF ACCOUNTING												7. AMOUNT (Critical)	NAVY INTERNAL USE ONLY REF DOC/ACRN	TAC CODE	
	A. ACRN (Crit)	B. APPROPRIATION (Critical)	C. SUBHEAD (Crit)	D. OBJ CLA	E. PARM	F. RFM	G. SA	H. AAA (Crit)	I. TT	J. PAA	K. COST CODE					
											PROJ UNIT	MCC				&SUF
0036	AT	1711810	52D6	252	EA	152	0	068342	2D	000000	D6005	000	0000	\$4,100,000.00	N0003901AFN52D6	N83N
No changes to this Document are Authorized without prior consent of Authorizing Official below. OBLIGATIONS OF FUNDS ARE AUTHORIZED IN AMOUNTS SHOWN IN COLUMN 7 ABOVE														Page Total Cumulative Total	\$4,100,000.00 \$4,100,000.00	
PREPARED/AUTHORIZED BY: <i>J. Stungler</i> DATE: SEP - 3 2003										COMPTROLLER APPROVAL: Yvonne Carlson, Accounting Officer DATE: SEP - 3 2003 <i>K. Noosh</i>						